

ORIGINAL

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO

LOCAL EXCHANGE END-USER

COMMUNICATIONS SERVICES WITHIN

THE STATE OF ARIZONA

Issued: August 11, 2000

Effective: January 1, 2001

Issued by: Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
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DECISION #: 62768

CHECK SHEET

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify Changed Regulation
- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a rate
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a rate
- (S) Matter Appearing Elsewhere or Repeated for Clarification
- (T) Change in Text But No Change to Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate End-User communications services in the State of Arizona by Connect CCCAZ, Inc. d/b/a Connect!

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SECTION 1 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

~~Access~~ connection to one carrier by a second carrier to obtain the services of any or all network facilities and services within the network, including unbundled elements.

Access Service Request ("ASR"): A written request for special access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Alternative Operator Services: Alternative Operator Services are those services provided by the carrier in which the customer and the End User are totally separate entities. The carrier contracts with the customer to provide the alternative operator services; however, the carrier does not directly contract with the End User to provide the services even though it is the End User who actually pays for the processing of the operator assisted calls.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Automatic Location Identification (ALI): An E9 11 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

Bit: The smallest unit of information in the binary system of notation.

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SECTION 1 - DEFINITIONS (CONT'D)

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Commission: The Arizona Corporation Commission.

Communications Services: The Company's intrastate local exchange switched telephone services offered for intraLATA use.

Company or Carrier: Connect CCCAZ, Inc. d/b/a Connect!

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk (Direct Inward Dial Trunk): A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

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SECTION 1 • DEFINITIONS (CONT'D)

Direct Outward Dial (or "DOD"): A service attribute that allows individual station Users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Emergency Number Service: A telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 9 11. The 911 Services includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

Emergency Service Number (ESN): An ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E9 11 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

Emergency Telephone Service Charge: A charge for the network start-up costs, custom notification costs, billing costs including an allowance for uncollectibles and network nonrecurring and recurring installation, maintenance, service, and equipment network charges of the Company providing 9 11 service.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), published by Bellcore.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to be engaged in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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SECTION 1 - DEFINITIONS (CONT'D)

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hotline: a call to an idle station line in a prearranged group when the called station line is busy.

Getting Started Package: Refers to package Company gives to each new customer. The package includes information about the Company's services, service orders and contact numbers.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps bits per second, denotes thousands of bits per second.

LATA: Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps bits, denotes millions of bits per second.

Monthly Recurring Charges: The monthly charges to the Customer for services, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

911 Service Area: The geographic area in which the Company will respond to all 911 calls and dispatch appropriate emergency assistance.

9 11 Trunks: Trunks between a serving central office and a PSAP or between two central offices, except where one of the central offices is a remote unit.

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SECTION 1 - DEFINITIONS (CONT'D)

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering plan area or area code.

NXX: First three digits in a telephone number. A telephone company central office which serves that number.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Point of Presence ("POP"): Point of Presence

PSAP Data Base Establishment and Update Service: Provides the PSAP with the initial list, as well as periodic updates of Customer names, telephone numbers and addresses for ALL.

Public Safety Answering Point (PSAP) - a communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 9 11 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 9 11 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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SECTION 1 - DEFINITIONS (CONT'D)

Service Order: The written request for Company Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shafadility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group D (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 1 O-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "10 1 XXXX" with 1 + 1 O-digit number."

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Three-Way Calling: Allows a station line User to add a third party to an existing conversation.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the End User has a customer relationship with the carrier, contracts with the customer/End User to provide the services, and the customer/End User pays for the actual processing of the operator assisted calls.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the state of Arizona, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of facilities the Company obtains from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority as granted by the Commission.

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SECTION 2 - REGULATIONS (CONT'D)**2.1 Undertaking of the Company.** (cont'd)**2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers maybe required to enter into written service orders which shall contain or reference a specific description of the service ordered, the tariff or other approved rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. This tariff shall be interpreted and governed by the laws of the state of Arizona without regard for its choice of laws provision.
- E. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All such offerings shall be consistent with the rates and conditions specified herein, or shall require approval of the Commission.

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SECTION 2 - REGULATIONS (CONT'D)**2.1 Undertakino of the Company (cont'd)****2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except as specified in this tariff, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. In cases where the Customer does not have alternative local exchange service available, the liability of the Company for failure to provide basic local exchange service within 30 calendar days of the service order due date shall be limited to a waiver of all installations charges and a credit to the Customer's account equal to the pro rata monthly local exchange charge for each day thereafter that service is not provided, plus, at the Customer's option, either (1) reimbursement not to exceed \$150.00 per month for the Customer to obtain alternative service if unregulated or (2) provision of a regulated service alternative charging the Customer no more than the Company's tariff rate for basic local exchange service. See Section 2.1.6.
- D. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - REGULATIONS (CONT'D)**2.1 Undertaking of the Company (cont'd)****2.1.4 Limitations on Liability (cont'd)**

- E. Company shall not have any liability for or be responsible for any losses, costs, expenses, claims, liabilities or damages resulting from the Customer's failure to timely comply with the requirements in Section 2.3.1(I) below regarding emergency 9 11 service; Company shall be indemnified by Customer from any losses, costs, expenses, claims, liabilities or damages, including, but not limited to, third party claims, resulting from customer's failure to comply with the requirements of Section 2.3.1 (I).
- F. Company shall have no responsibility or liability for responding to emergency 9 11 or other emergency referral calls. Company will make reasonable effort to determine the nearest public safety or law enforcement authorities and then route such calls to those authorities.
- G. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's services;

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SECTION 2 - REGULATIONS (CONT'D)**2.1 Undertaking of the Company (cont'd)****2.1.4 Limitations on Liability (cont'd)**

G. (cont'd)

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided facilities or services;
5. Changes in any of the operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
6. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any other carrier, installation or removal thereof;
7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any other carrier;

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SECTION 2 - REGULATIONS (CONT'D)**2.1 Undertaking of the Company (cont'd)****2.1.4 Limitations on Liability (cont'd)****G. (cont'd)**

8. Failure of Customer to comply with the requirements of Section 2.3.1.
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.

H. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

I. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

J. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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SECTION 2 - REGULATIONS (CONT'D)**2.1 Undertaking of the Company (cont'd)****2.1.4 Limitations on Liability (cont'd)**

- K. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If Company's failure of performance by reason of force majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of Company; if for more than thirty (30) days, then the service may be canceled by either party without any liability.

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SECTION 2 - REGULATIONS (CONT'D)**2.1 Undertaking of the Company (cont'd)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.7 Availability of Service

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariffs of the Company.
- B. The Company shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

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SECTION 2 - REGULATIONS (CONT'D)**2.1 Undertaking of the Company (cont'd)****2.1.8 Universal Emergency Telephone Number Service**

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 9 11 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 9 11 calling party, by dialing 9 11, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 2 - REGULATIONS (CONT'D)**2.1 Undertaking of the Company (cont'd)****2.1.8 Universal Emergency Telephone Number Service (cont'd)**

- E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its User, agencies or municipalities, or the employees or agents of anyone of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 2 - REGULATIONS (CONT'D)**2.2 Prohibited Uses**

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- C. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D. A Customer, joint User, or authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS (CONT'D)**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. providing Company with the following information which is needed by Company in order to identify the source of certain emergency calls:
 - 1. PBX Information. Customer shall provide Company with detailed information related to multi-location private branch exchanges ("PBX") and one customer PBXs operating within the Customer's premises or otherwise connected to Company's telecommunication service through Customer. Such information shall include the End-User addresses corresponding to all telephone lines operating through the PBX and such other information, as requested by Company, which will enable Company to determine, in the event of an emergency 9 11 call routed through a PBX, the physical location from which the call was made. Customer shall continually update this information and shall immediately notify Company of any changes related to this information. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities resulting from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, costs, expenses, claims, liabilities or damages, including third party claims, related to the failure to respond to an emergency 9 11 telephone call.

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SECTION 2 - REGULATIONS (CONT'D)**2.3 Obligations of the Customer (cont'd)****2.3.1 General (cont'd)****B. (cont'd)**

2. Automatic Number Identification. In addition to providing the information requested in Subsection 2.3.1 .I (1) above, Customer shall provide and continually update Company with the correct true automatic number identification (ANI) for each telephone line operating through a PBX on Customer's premises or otherwise connected to Company's telecommunication service(s) through Customer. Customer recognizes that it may be necessary to purchase and install additional equipment in order to provide the ANI information and that Customer is solely responsible for all costs and expenses related to this equipment. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities arising from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, damages, costs, expenses, liabilities or claims, including third party claims, related to the failure to respond to an emergency 9 11 phone call.

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SECTION 2 - REGULATIONS (CONT'D)**2.3 Obligations of the Customer (cont'd)****2.3.2 Liability of the Customer**

The Customer shall not assert any claim against any other Customer or User of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in anyway to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - REGULATIONS (CONT'D)**2.4 Customer Deposits and Advance Payments****2.4.1 Advance Pavments**

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services are furnished, where special construction is involved. The advance payment will not exceed an amount equal to two times that customer's average monthly bill. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

The company agrees to abide by all the rules and regulations of the Arizona Corporation Commission regarding Advance Payments.

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SECTION 2 • REGULATIONS (CONT'D)**2.4 Customer Deposits and Advance Payments (cont'd)****2.4.2 Deposits:**

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the customer's financial condition is not acceptable to the Company or cannot be ascertained from general accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two times that customer's average monthly bill for tariffed services.
- B. A deposit may be required in addition to an advance payment.
- C. The Company shall review accounts of Customers with deposits and shall refund deposits with interest if the accounts have been current for the preceding twelve (12) months.
- E. Upon discontinuance of service, the Company, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- F. Deposits will accrue interest at the rate set by the Commission.
- G. The Company will assume the service obligation of the reseller under the terms, conditions, and rates of the facilities-based providers of local exchange telecommunications services, should the reseller be unable or unwilling to continue service provision.
- H. The company agrees to abide by all the rules and regulations of the Arizona Corporation Commission regarding deposits.

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SECTION 2 - REGULATIONS (CONT'D)**2.5 Payment Arrangements****2.5.1 Payment for Service**

Customer shall pay the Company, monthly in advance (commencing the first month following the Service Commencement Date), a monthly charge equal to the rates set forth in the Section 6 or equal to the monthly charge as adjusted under the terms hereof, provided, however, that the first such payment shall be for the period from the Service Commencement Date through the end of the next full month and shall be due after the Service Commencement Date and then fifteen (15) days following the date the billing statement was mailed to the Customer. The installation charges contained in the Section 6 are due with such first payment. Residential customers will be provided with the option of having installation charges prorated in four equal portions over four monthly billing periods. The Customer is responsible for the payment of all charges incurred by the Customer or other users for services furnished to the Customer by the Company. Billing for service will commence on the Service Commencement Date. The Customer must notify the Company of any errors or discrepancies in the billing statement within fifteen (15) days of the date the billing statement was mailed to the Customer. Customer will be obligated to pay all charges shown on the billing statement if the Customer fails to provide such notice.

~~The~~ Customer is responsible for the payment of federal excise taxes, state and local sales and use excise or privilege taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

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SECTION 2 - REGULATIONS (CONT'D)**2.5 Payment Arrangements (cont'd)****2.5.2 Billing and Collection of Charges**

- A. **Non-recurring Charges**: The non-recurring charges contained in the service description are due with the Customer's first payment for charges, which payment shall be for the period from the start of service through the end of the next full month. Non-recurring charges not included with installation charges are billed to the Customer, as set forth in Section 2.6.1, and shall be due and payable within fifteen (15) days after the date the invoice is mailed to the Customer by the Company.

Customer shall be responsible to pay all of the Company's charges for time and material resulting from diagnosing problems which were caused by Customer's equipment.

- B. **Recurring Charges**: The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within fifteen (15) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, and accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2 - REGULATIONS (CONT'D)**2.5 Payment Arrangements (cont'd)****2.5.2 Billing and Collection of Charges (cont'd)**

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge in the amount of the lesser of 1½% of the unpaid balance per month or the maximum lawful rate per month, for bills not paid within fifteen (15) days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of the Customer's or a third party's facilities and equipment.
- G. The Customer shall notify the Company of any disputed items on an invoice within the applicable statute of limitations. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure. The Company shall advise the Customer that the Customer may make a formal or informal complaint to the Commission. The address of the Commission is as follows:
- Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007
(602) 542-425 1
- H. If service is disconnected by the Company (in accordance with Section 2.5.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.5.3 following) and later restored, restoration of service will be subject to the rates in Section 7.
- I. The company agrees to abide by all the rules and regulations of the Arizona Corporation Commission regarding billing and collection of charges.

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SECTION 2 - REGULATIONS (CONT'D)**2.5 Payment Arrangements (cont'd)****2.5.3 Discontinuance of Service for Cause**

- A. Upon nonpayment of a delinquent account amounting to \$25.00 or more owing to the Company, the Company may, by giving five (5) business days prior written notice to the Customer, discontinue service without incurring any liability. The Company shall provide the customer with a written reminder notice five (5) days prior to the discontinuance of service. Service may be reinstated at such time as Customer pays in full all arrearages, including late payment charges. Service will be terminated only on Monday through Thursday between the hours of 8 :00 A.M. and 4:00 P.M..
- B. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- C. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may, by notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 2 - REGULATIONS (CONT'D)**2.5 Payment Arrangements (cont'd)****2.53 Discontinuance of Service for Cause (cont'd)**

- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.3(A) or 2.5.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

2.54 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty(30) days written notice of desire to terminate service.

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SECTION 2 - REGULATIONS (CONT'D)**2.5 Pavment Arrangements (cont'd)****2.5.5 Cancellation of Application for Service**

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.5(A) through 2.5.5(C) will be calculated and applied on a case-by-case basis.

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SECTION 2 • REGULATIONS (CONT'D)**2.5 Payment Arrangements (cont'd)****2.5.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.7 Bad Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad check charge is \$25.00 per check plus any statutory remedy available to the Company.

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SECTION 2 - REGULATIONS (CONT'D)**2.6 Allowances for Interruptions in Service****2.6.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.6.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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SECTION 2 - REGULATIONS (CONT'D)
2.6 Allowances for Interruption in Service (cont'd)**2.6.1 General (cont'd)**

D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

E. A credit allowance will be given for interruptions of thirty(30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption. For calculating credit allowances, every month is considered to have thirty (30) days.

F. Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
30 minutes to 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/4 Day
6 hours up to but not including 8 hours	3/4 Day
8 hours up to but not including 24 hours	One Day

G. Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited one day for each 8-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour-period. No more than thirty (30) days credit will be allowed for any one month period.

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SECTION 2 - REGULATIONS (CONT'D)**2.6 Allowances for Interruption in Service (cont'd)****2.6.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - REGULATIONS (CONT'D)**2.6 Allowances for Interruption in Service (cont'd)****2.6.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.5 Cancellation For Service Interruption

The Customer may terminate for service interruption only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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SECTION 2 - REGULATIONS (CONT'D)**2.7 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason (i) other than a service interruption (as defined in Section 2.6.1) or (ii) where the Company breaches the terms in the service contract, Customer maybe requested by the Company to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

2.7.1 Termination Liability

A. Customer's termination liability for cancellation of service shall be equal to:

1. All unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer, including any installation charges which may have been waived by the Company, provided Customer has been notified of the amount of the waived charges and of Customer's liability therefore on cancellation, plus;
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariff prices at the time of cancellation.

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SECTION 2 - REGULATIONS (CONT'D)

2.7 Cancellation of Service/Termination Liability (cont'd)

2.7.1 Termination Liability (cont'd)

- B. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commissions, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.
- C. Customer shall also have the right to terminate this Agreement if the agreed Service is interrupted to Customer for over forty-eight (48) hours in any ninety (90) day period, provided the interruption was not caused by an event of force majeure, or any action of Customer or its agents or employees.

The company agrees to abide by all the rules and regulations of the Arizona Corporation Commission regarding Cancellation of Service/Termination Liability.

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SECTION 2 - REGULATIONS (CONT'D)**2.8 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.8.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to Users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized User before notification to the Company.

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SECTION 2 - REGULATIONS (CONT'D)**2.9 Use of Customer's Service by Others****2.9.1 Resale and Sharing**

Any service provided under this tariff maybe resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - REGULATIONS (CONT'D)**2.10 Telephone Relay Service for the Hearing Impaired**

- A. Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.
- B. Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, customer-dialed, station to station calls originating 8:00a.m. to 4:59p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, customer-dialed, station to station calls originating 5:00p.m. to 10:59p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

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SECTION 2 - REGULATIONS (CONT'D)

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A. to any subsidiary, parent company or affiliate of the Company; or
- B. pursuant to any sale or transfer of substantially all the assets of the Company; or
- C. pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS (CONT'D)**2.12 Notices and Communications**

- A. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C. Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 - APPLICATION OF RATES**3.1 Introduction**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

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SECTION 3 - APPLICATION OF RATES (CONT'D)**3.3 Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- 3.3.2 The airline distance between any two rate centers is determined as follows:
- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
 - B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - C. Square each difference obtained in step (b) above.
 - D. Add the square of the "V" difference and the square of the "H" difference obtained in step C above.
 - E. Divide the sum of the squares by 10.
 - F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
 - G. FORMULA:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 4 • SERVICE AREAS

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SECTION 5 - SERVICE DESCRIPTIONS**5.1 Service Offerings**

The following Company Services for residence/business Customers and for carriers certificated by the Commission are offered in this tariff:

- Standard Residence Line
- Standard Business Line
- Single and Multiple Analog PBX Trunk
- Direct Inward Dial (DID)
- Digital Voice Grade DS-1 Trunk Service
- Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)
- Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI)
- Directory Assistance
- Operator Service
- Local Calling Service
- Custom Calling Features
- Trunk Side Features
- Main Number Retention
- Non Published Service
- Blocking/Unblocking
- Personalized Telephone Number
- Service Order and Service Change Charges
- Maintenance Visit Charges
- Directory Listings
- Emergency Services Calling
- Calling Card Services

All services offered in this tariff are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for Local Calling Service are assessed on a measured rate basis and are additional to the charges shown for Standard Residence/Business Line, Key System Line, Digital Voice Grade/DS- 1, as are other service charges.

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SECTION 5 - SERVICE DESCRIPTIONS (CONT'D)**5.2 Standard Residence Line**

The Standard Residence Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines.

5.3 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines.

5.4 Single and Multiple Analog PBX Trunk

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DSO level.

Basic Trunks may be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

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SECTION 5 - SERVICE DESCRIPTIONS (CONT'D)**5.5 Digital Voice Grade DS-1 Trunk Service**

Digital Voice Grade DS-1 Trunk Service provides business Customers with PBX or PBX-like equipment or other telephonic equipment with access to switch port. Customers can purchase this capability for both primary service (listed directory number) and diversity purposes. Customers must have the ability to terminate DS-1 signal. The signal is delivered as a digital signal at the DS-1 level.

The connection to the Customer's equipment is accomplished using a DS-1 for digital connectivity.

Customers can subscribe to PBX Trunk Service - Digital/DS-1 for local telecommunications services. Customers can also use this service for intraLATA and interLATA toll calling capability and for access to long distance carriers.

DID trunk signaling enables a PBX to switch an incoming call directly to the intended extension number without the need for an attendant. PBX Trunk Service - Digital/DS-1 includes access to 911 service.

5.6 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) and Basic Rate Interface (BRI)

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel. The Basic Rate Interface (BRI) consists of a 2B+D configuration with 2 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel provides the out of band signaling, call control and messaging.

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SECTION 5 - SERVICE DESCRIPTIONS (CONT'D)**5.7 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

5.8 Operator Service

Provides for live or automated operator treatment when Customer dials "0". Services include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

5.9 Local Calling Service

This service provides for local calling service determined by NXX in a to and from grouping based on the listings in Section 4.1.

Business calls are billed at either a flat per call rate or at a measured rate of six (6) second increments with an initial billing period of eighteen (18) seconds.

At the time the Company offers, residential calls are billed at one of three options:

1. Unlimited free usage
2. Limited free calls and flat rate per call excess
3. Measured rate of one (1) minute increment with one (1) minute initial billing period

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SECTION 5 - SERVICE DESCRIPTIONS (CONT'D)**5.10 Custom Calling Features**

Call Waiting: Permits the end-user engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established.

Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

Call Forwarding: Permits the end-user to automatically forward (transfer) all incoming calls to an end-user designated telephone number, and permits the end-user to restore incoming calls to non Call Forwarding operation.

Missed Call Dialing: Allows the Customer to return a call to the last incoming call whether the Customer answered the call or not. Upon activation, Miss Call Dialing will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

Busy Number Re-dial: This feature automatically redials another parties phone number after the Customer's first attempt to connect to that number resulted in a busy signal. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive other calls while the feature is activated.

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SECTION 5 - SERVICE DESCRIPTIONS (CONT'D)**5.10 Custom Calling Features (cont'd)**

Call Forwarding Busy: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user's service order.

Call Forwarding No Answer: Permits the forwarding of incoming calls when the end-user's line remains unanswered after end user designated number of rings. The number of rings and the forwarded number are fixed by the Customer service order.

Call Forwarding Selective: Permits the end-user to automatically forward (transfer) calls from up to ten end-user preselected number to another telephone number and to restore it to normal operation at their discretion. Call Forwarding Selective can be used in conjunction with Call Forwarding.

Speed Calling (8 or 30): Permits the Customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than complete telephone numbers. The feature is available as an eight code list or a thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one- or two-digit code (for the eight code and thirty code lists, respectively) plus the telephone number.

Call Screening: Allows the end-user to automatically block incoming calls from up to ten Customer pre-selected telephone numbers (including numbers from which a Customer has just received a call. The list of numbers can be changed at anytime. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

Remote Call Forwarding: Permits calls made to one end-user phone number to be forwarded to another end-user phone number served by a different phone company end-office.

Basic Caller ID: Allows the number of the calling party to be passed from the telephone company to your telephone between the first and second ring signaling an incoming telephone call.

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SECTION 5 - SERVICE DESCRIPTIONS (CONT'D)**5.11 Trunk Side Features**

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Hunting/Grouping Service: allows calls to be received simultaneously on the same dialed number over lines/trunks included in a given Hunt Group.

5.12 Main Number Retention

Main Number Retention is an optional feature by which a Customer, who was formally a Customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

5.13 Non Published Service

This service provides for suppression of printed and recorded directory listings.

5.14 Blocking Services

This service is a feature that permits customers to restrict access from their telephone to various discretionary services. The Company will offer one time free set up for blocking of all 900 and 900-type services. Subscribers will be given the option for blocking at the time their service is established. The Company will require written requests for unblocking. This service has no monthly or recurring charge.

5.15 Personalized Telephone Number

Personalized Telephone Number is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list.

Personalized Telephone Number is furnished subject to the availability of facilities and the requirements of Exchange Service as defined by the Company. The Company reserves all rights to the Personalized Telephone Numbers assigned to Customer's and may, therefore, change them if required. Monthly recurring charges apply per Personalized Telephone Number.

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SECTION 5 - SERVICE DESCRIPTIONS (CONT'D)**5.16 Service Order and Service Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's PIC code.

5.17 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

5.18 Directory Listings

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge. Non-directory listed and non-published services are also available for an additional monthly charge.

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SECTION 5 - SERVICE DESCRIPTIONS (CONT'D)**5.19 Emergency Services Calling Plan**

Access (at no additional charge) to emergency services by dialing 0 - or 9-1-1.

Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to person and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following: are offered at no charge to Customers:

- a) Governmental fire fighting, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- b) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

5.20 Calling Card Services

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SECTION 6 • COMPANY RATES**6.1 Residential Lines****Monthly Recurring Line Charge:**

Measured	\$9.35
Flat-Rate	\$14.50

Non-Recurring Installation Charge:

1" Line	\$51.15
Additional Lines (ordered at the same time)	\$51.50

Business Lines**Monthly Recurring Line Charge:**

Flat-Rate	\$19.17
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Non-Recurring Installation Charge:

1" Line	\$61.60
Additional Lines (ordered at the same time)	\$61.60

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SECTION 6 . COMPANY RATES (CONT'D)**6.2 Direct Inward Dial Service (DID)**

	Non-Recurring:	Monthly:
Digital DID Equipment Line/ DS-1 Trunk Charge	\$ICB	\$ICB
1" Block of 100 DID Numbers	\$190.00	\$40.00
Additional Blocks of 100 DID Numbers	\$190.00	\$40.00
InBound-only, Data-only DS-1 Trunk Charge	\$ICB	\$ICB
Non-Recurring DID Installation Charges:		
Digital DID Equipped Line/ DS-1 Trunk Charge	\$ICB	
InBound-only, Data-only DS-1 Trunk Charge	\$ICB	

*DID Equipped Line/DS-1Trunk MRCs are in addition to the PBX Trunk MRCs. In addition, the Customer will be charged for the number of DID Number Blocks (100 numbers per block) regardless of the number of DID numbers utilized out of the available 100 numbers.

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SECTION 6 • COMPANY RATES (CONT'D)

6.3 Directory Assistance

Directory Assistance Call: **\$0.65**

6.4 Operator Assisted Rates

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SECTION 6 - COMPANY RATES (CONT'D)**6.5 Custom Calling Features****Custom Calling Charges:****Residence**

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Caller ID (number or name only)	\$14.30	\$6.05
Caller ID (with name)	\$14.30	\$6.55

Business

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Caller ID (number or name only)	\$14.30	\$8.25
Caller ID (with name)	\$14.30	\$8.75
Call Waiting	NOC	NOC
Three Way Calling	NOC	NOC
Call Forwarding	NOC	NOC
Call Forwarding/Busy	NOC	NOC
Call Forwarding No Answer	NOC	NOC
Call Transfer	NOC	NOC
Speed Calling (8)	NOC	NOC
Speed Calling (30)	NOC	NOC

6.6 Trunk Side Features**Hunting/Grouping Service**

Per Line/Trunk hanged	\$62.70	\$1.20
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SECTION 6 - COMPANY RATES (CONT'D)

6.7 Remote Call Forwarding

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6.8 Directory Listing Service**Residential****Monthly Recurring Charge:**

Additional Listing	\$1.65
Non-Directory	\$1.71
Non-Published	\$2.09

Non-Recurring Charge:

Additional Listing	\$9.35
Non-Directory	\$9.35
Non-Published	\$9.35

Business**Monthly Recurring Charge:**

Additional Listing	\$3.30
Non-Directory	\$1.60
Non-Published	\$1.98

Non-Recurring Charge:

Additional Listing	\$24.20
Non-Directory	\$24.20
Non-Published	\$24.20

6.9 Personalized Number Service

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SECTION 6 - COMPANY RATES (CONT'D)**6.10 Other Service Order and Service Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	<u>Business</u>	<u>Residential</u>
Initial Service Connection Request	\$42.90	\$22.00
Line Connection Charge,		
per access line :	\$56.65	\$28.60
Line Change Charge	\$ 6.60	\$ 6.60
Telephone Number Change Charge	\$35.01	\$27.69

6.11 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Maintenance Visit Charge:

Initial 15 minutes or fraction thereof	\$50.00
Each additional 15 minutes or fraction thereof	\$50.00

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SECTION 6 - COMPANY RATES (Cont'd)

6.12 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Charges:

This service is reserved for circumstances where the Customer's usage of any Service offered by the Company is predominantly inbound data and/or has an average per call holding time in excess of 30 minutes.

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6.13 Calling Card Services

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SECTION 7 • MISCELLANEOUS SERVICES**7.1 Busv Line Verifv and Line Interrupt Service****7.1.1 Description**

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

7.1.2 Regulations

- A) A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. A separate charge will apply for both verification and interruption.
- B) No charge will apply when:
 - 1) When the calling party advises that the call is to or from an official public emergency agency.
 - 2) Under conditions other than those specified in 9.2.2(A) preceding.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

7.1.3 Rates

Busy Line Verification, per request	\$2.50
Busy Line Interruption, per request in addition to the Verification Charge	\$6.00

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SECTION 7 - MISCELLANEOUS SERVICES (CONT'D)

7.2 Restoration of Service7.2.1 Description

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

7.2.2 Rates

<u>Business</u>	<u>Residential</u>
\$15.00	\$9.00

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SECTION 8 • SPECIAL ARRANGEMENTS**8.1 Special Construction****8.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

8.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation, and
 - 4) rights of way;
- B) cost of maintenance;
- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E) license preparation, processing and related fees;
- F) tariff preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.

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SECTION 8 - SPECIAL ARRANGEMENTS (CONT'D)**8.1 Special Construction (cont'd)****8.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A) The termination liability period is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a) equipment and materials provided or used,
 - b) engineering, labor and supervision,
 - c) transportation, and
 - d) rights of way;
 - 2) license preparation, processing, and related fees;
 - 3) tariff preparation, processing, and related fees;
 - 4) cost of removal and restoration, where appropriate; and
 - 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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SECTION 8 - SPECIAL ARRANGEMENTS (CONT'D)**8.2 Individual Case Basis (ICB) Arrangements**

General Description: Specialized Service or Arrangements are those which are not offered under other sections of this tariff. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

Rate Regulations: Rates quoted in response to requests may be different than those specified for such services in this tariff. The customer has one-hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates.

Temporary Promotional Programs: The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 8 - SPECIAL ARRANGEMENTS (CONT'D)**8.3 Special Promotions**

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists. All promotions are offered on a non-discriminatory basis.

8.4 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

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SECTION 9 • PROMOTIONAL OFFERINGS

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